



CONDITIONS OF PARTICIPATION IN THE CASAMUNDO PARTNER PROGRAMME FOR AFFILIATES AND TRAVEL AGENCIES

The following conditions are applicable to participants in the Partner Programme for affiliates and travel agencies of Casamundo GmbH, Drehbahn 7, 20354 Hamburg, hereinafter referred to as CASAMUNDO. Please read these conditions of participation carefully. In order to be able to participate in the Partner Programme, you must agree to these conditions by checking the box at the bottom of the registration page.

The following conditions of participation in the CASAMUNDO Partner Programme are an addition to the general terms and conditions of participation found here <http://www.casamundo.pl/info/ogolne-warunki-posrednictwa> as well as the Partner Programme's conditions of registration.

§ 1 Partner Programme

Casamundo GmbH: CASAMUNDO allows customers to book holiday rentals via the Internet portal www.casamundo.pl. The Partner Programme functions as performance-based advertising for this service. These conditions of participation govern the relationship between CASAMUNDO and the partner companies (hereinafter referred to as "Partner") which participate in the programme as either an affiliate or a travel agency. CASAMUNDO provides the Partner with advertising materials (e.g. logos and graphics, banners, links and iFrames) and/or a partner link for the direct booking of holiday properties on casamundo.de which the Partner can integrate into their site following provided instructions. The Partner receives a commission for each booking generated through the advertising on their site or direct booking via the partner link. The commission is based on the individual commission model which was agreed upon. CASAMUNDO does not reimburse additional expenditure and costs related to the advertising activity.

§ 2 Contractual basis

The legal basis of the Partner Programme consists exclusively of these terms and conditions and the individual commission model. The closed contractual relationship does not authorize either party to act on behalf of the other party.

§ 3 Right to participate

3.1 Every corporate body or individual person who runs a website or a travel agency can register as a partner. Only one registration for each travel agency branch is allowed. If the Partner is an individual person, they must have a minimum age of 18 years.

3.2 In order to be able to participate as a partner in the Partner Programme, the Partner must:

- fill out the registration fully and truthfully,
- confirm that they accept the conditions of participation,
- receive a confirmation of participation from CASAMUNDO,
- specify to CASAMUNDO all websites where they want to integrate advertising material.

3.3 The confirmation from CASAMUNDO is sent exclusively via email.

3.4 The Partner guarantees that the information given to CASAMUNDO about themselves or their website is correct, complete and truthful.

3.5 The Partner is obliged to immediately inform CASAMUNDO via email about any changes to this information.

3.6 Bookings generated through advertising materials or partner links will only be assigned to the Partner after his registration has been confirmed by CASAMUNDO. Bookings can only be attributed to the Partner in individual cases (technical failure of Casamundo Websites, failed booking, binding booking request); the Partner has no legal claim to the commission.

§ 4 Length of contract, cancellation and other terminations

4.1 The contract is for an indefinite period.

4.2 The contract can be cancelled in writing or via email, without notice, by either party.

4.3 If the contract is cancelled, the Partner is obliged to remove all advertising that involves CASAMUNDO (texts, banners, logos etc.) from their website within 2 days. The Partner is not entitled to a lien or a claim for compensation. CASAMUNDO reserves the right to exclude the Partner for a renewed participation in the Partner Programme.

§ 5 The Partner's limitations, obligations and responsibilities

5.1 The Partner may furnish their website with links to CASAMUNDO. CASAMUNDO remains the sole copyright holder of all materials provided. The rights to use materials will be granted solely in order to pursue the execution of this contract and expire with the contractual end. Apart from that the regulations of section 5.8 apply. The Partner is responsible for the correct technical integration. An integration of CASAMUNDO's properties via an interface (API, XML, etc.) is not possible.

5.2 Participation in the Partner Programme is limited to the websites named by the Partner on registration. Further websites must be stated via email to CASAMUNDO and saved in the partner account.

5.3 If the Partner operates a travel agency, they are obliged to carry out their bookings via the partner link. Advertising integrated into the website may only be used for bookings carried out by end customers. The remuneration of bookings that were generated through advertising material on the travel agency's website is based on the commission model for travel agencies.

5.4 Partner websites may not contain or describe the following content, and may not be linked with said content in any way:

- domain names that contain the term CASAMUNDO in any form (including misspellings);
- account names that contain the term CASAMUNDO in any form (including misspellings), particularly online platforms that are also used for promotional purposes such as Twitter or Google;
- websites on which the design of a page or several pages may be confused with CASAMUNDO's website;
- bonus, incentive or commission sharing models;
- banner lists or websites with click requests or that force clicks;
- travel offers sold in any way by eBay or other auction houses;
- redirections to CASAMUNDO landing pages, unless they are preceded by a registered affiliate landing page that is visible to the user. Automated and deceptive redirections to CASAMUNDO landing pages are not allowed;
- pages that contain or install dialers, adware and/or spyware on the computers of users;
- paid link collections or websites with their own partner programmes;
- cookie dropping, iFrames, layered advertising and pop-ups: generating cookies is only allowed if an official and uniquely tagged CASAMUNDO advertisement is fully inserted, visible to the user, and the user voluntarily and consciously clicks to allow the cookies;
- websites that are "under construction";
- websites that violate the law, in particular § 184 et seq. StGB (distribution of pornographic content), § 86 et seq. StGB (spreading of propaganda by anticonstitutional organisations), § 111 StGB (public incitement of criminal acts), § 126 StGB (threatening to commit a crime), § 130 StGB (sedition), § 130a (instructions for criminal offences) or § 131 StGB (depiction of violence) are prohibited; as is content that infringes upon public morals and applicable laws or third-party rights; comparative advertising, in particular aggressive comparative advertising that can create problems with other advertisers, as well as unfounded aggressive competitive claims;
- websites with longer than average load times, or that are unreachable, are excluded, as well as sites that, despite explicitly being accepted by our application filter, link to content that is pornographic or glorifies violence.

5.5 Further restrictions and noteworthy regulations:

- CASAMUNDO generally only supports 30 day cookie tracking. Post-view methods as well as extended cookie lifetimes are not permitted;
- The Partner may only advertise holiday rentals at the current prices published by CASAMUNDO.
- Voucher providers and cashback providers are excluded from the commission model.
- Links may not be placed on message boards, link farms, chats, guest books, blogs of free hosters, iframes, counters, Facebook or any other social media platforms.
- In addition, the Partner is neither allowed to cause unwanted emails and any other types of spam nor run a pure advertiser website as a merchant in affiliate marketing. Websites that are run as pure comparison portals are only permitted with the explicit permission from CASAMUNDO.

- The Partner is only allowed to integrate a link in their newsletter with the previous authorization by CASAMUNDO.

Registered partners lose their claim to commission upon violations of said terms. In these cases, CASAMUNDO reserves the right to immediately exclude the Partner from the Partner Programme and to take legal action such as the assertion of claims for damages and, on a case-by-case basis, the initiation of a criminal investigation.

5.6 The use of the following keywords is not allowed in search engines or similar services (e.g. Google, Bing or related search platforms such as Yahoo, MSN, etc.):

- trademarked terms (e.g. CASAMUNDO) and corresponding terms that may be confused with them (e.g. misspellings of those terms);
- trademarks of third parties, as well as word combinations and compound words incorporating the trademarked terms in question (e.g. "CASAMUNDO holiday", "CASAMUNDOholiday", "CASAMUNDO.de", etc.) and similar spellings;
- CASAMUNDO's brand names may not be used in advertising copies or in the display URL;
- direct links to CASAMUNDO landing pages are not permitted (cf. Paragraph 5.4).

Upon infringement, the Partner loses the right to his commission. In addition, the Partner is liable for any damage claims made by the third party and indemnifies CASAMUNDO from any liability. Upon repeated infringement, CASAMUNDO reserves the right to terminate the Partner Programme without further warning.

5.7 CASAMUNDO provides the Partner with a set of advertising materials including current images for advertising on the Partner's website. The Partner may use only these materials. Copying images or the content, also parts of the content (including the customer reviews), from the CASAMUNDO website and placing them on the Partner's website or passing them on to a third party is not allowed. Upon infringement, the Partner may be sent a bill to settle the additional licensing costs for photographic rights as a compensation for damages. The culpable violation of copyrights can also lead to criminal proceedings and further costs of prosecution.

5.8 All advertising materials related to the Partner Programme are protected by copyright. Their use is only permitted within the scope of the Partner Programme and for the duration of participation in the Partner Programme. Changes to texts and images or the insertion of own advertising messages are not admissible. Manipulation of the advertising materials or their incorrect usage will lead to the Partner being excluded from the Partner Programme. The Partner Programme operator reserves the right to forward any legal claims arising from manipulated advertising materials (e.g. false prices) to the Partner website. Any further use of the materials beyond the Partner Programme, in particular commercial distribution or reproduction, is prohibited or requires prior written consent from CASAMUNDO. This includes storage on electronic databases and duplication via CD-ROM, DVD etc. Moreover, legal limits arising from copyright law, data protection law and other relevant laws apply.

5.9 The promotion of the campaign via email to third parties is prohibited without the prior consent of the recipient or the existence of a legal exception (Spam). Without prejudice to existing injunctive relief and other claims, a contractual penalty is due to CASAMUNDO for every infringement of this kind. The value of the penalty is determined by CASAMUNDO on a

case-by-case basis as reasonably seen fit, and will be settled in the relevant court in case of dispute.

5.10 The products and/or services offered on the CASAMUNDO website can change regularly. The Partner must always ensure that the specifications for the products and/or services that are (or might be) stated on his website, and/or are being used for advertising purposes, are the same as those on the CASAMUNDO website. The Partner is obliged, upon notification of CASAMUNDO, to correct or update their advertising material as soon as possible in order to continue to receive payouts.

5.11 The Partner may not in any way contribute to artificial traffic being led to the linked websites (e.g. the automatic opening of the Partner's or the CASAMUNDO website, the petition for opening in emails or chat rooms, web crawler, script generators, the integration of links in other websites than the specified website, clicks that are not generated by a browser as well as clicks which were not preceded by an active action of a user who wants to reach a specific website. Also the request to click on the links or any reward for users who click on the links is prohibited. In the case of advertisement placements the user must always be directed to the specified Partner's website first and then be forwarded to CASAMUNDO with a further active click.

5.12 All links have to be marked as "no follow", regardless the way of their integration.

5.13 CASAMUNDO takes no responsibility for a tracking breakdown or any other malfunction of the affiliate system.

5.14 The mediation and registration of subordinated partners (subaffiliates) and sharing of the mediating affiliates' commission are not permitted.

5.15 A special regulation for travel agencies: The travel agency has to ensure that the full name, the complete address, the phone number and the email address of the customer are given when booking.

5.16 The payment is handled directly by CASAMUNDO or its contract partners (tour operators). The customer receives the invoice from CASAMUNDO or its tour operators and also pays the according invoicing party. The same conditions apply for both bank transfers and credit card payments. The exact terms of payment are those specified either by CASAMUNDO or the respective tour operator (including the general terms and conditions of CASAMUNDO or the tour operator) which the customer accepts with the booking. The Partner (travel agent or affiliate) is not authorized to collect payments; they are not allowed to receive any payments (deposits, part payments or full payments) of the agreed price of the property in the name of the responsible tour operator.

§ 6 Commission

6.1 The Partner has a claim to an agreed-upon commission when a user successfully made a reservation on CASAMUNDO's website after being led there via a link from the Partner's website.

6.2 The disbursed commission will be determined by the prices that form CASAMUNDO's own commission basis and by the Last-Click attribution model. The cookie tracking lifetimes are 30 days. The CASAMUNDO commission price is calculated automatically for each booking and the determined sum may differ from the customer price. Services that are not commissionable are e.g. extra costs (final cleaning, bed linen, visitor's tax etc.) or insurances.

6.3 The Partner will only be remunerated when CASAMUNDO has authorized the transaction. The authorization of the transaction is subject to CASAMUNDO's own evaluation which is based on fixed criteria previously defined by CASAMUNDO. The definite commission amount is only valid with the approval of the transaction through CASAMUNDO. This means that the commission amount may still change (due to later changes of booking services, e.g.). The definite price from which the commission will be calculated is valid only with the manual approval by CASAMUNDO.

6.4 A claim for commission results only from orders and bookings of services that were not rejected by the tour operator or cancelled later on. In this case the Partner will receive no commission.

6.5 The commission stated in 6.1 does not include VAT or any other added costs for partners that register as companies. If the Partner is a German company however, the value-added tax does apply according to German law.

6.6 As soon as the Partner publishes promotional material on his website, in emails or any other means of digital communication, he thereby states that he acknowledges the commission and period specified by CASAMUNDO and agrees to it.

6.7 The payment of the commission will be made under the premise that the Partner does not breach any of the restrictions and obligations specified in § 5. The according amount will be transferred to the Partner timely in the month after the customer returns from his trip. The Partner will receive the commission invoice via email in the course of the commission payment. In the event that a month's commission lies beneath € 25,00 there will be no disbursement for the month. The commission will be saved until it arrives at a total amount of € 25,00. The commission amount will be paid at the latest in January for all bookings whose travel period was before the 31 December of the previous year. In the event that the Partner terminates the contract before reaching an amount of € 25,00, all commissions due by this date will be billed and transferred to their bank account. In the case of bookings whose travel periods do not lie in the past, CASAMUNDO pays the outstanding commission in the month following the customer's return.

6.8 Payments to the Partner are made directly to the Partner's bank account. On registration the Partner is required to specify the necessary bank details – inter alia the account holder, the branch of the bank and the IBAN and BIC code.

6.9 In case of transactions with partner accounts in foreign banks, any possibly incurring bank charges will be deducted from the payment.

6.10 The Partner is responsible for the settlement of any possible taxes and social contributions that the payment may incur.

6.11 A special regulation for travel agencies: Cancellations are only valid if they are performed by the end customer personally and sent to CASAMUNDO directly via email to *info@casamundo.de* including *partner@casamundo.de* in the CC address field. Furthermore the Partner is required to confirm that the cancelled accommodation will not be booked with the tour operator directly.

§ 7 Copyright and commercial property rights

7.1 The copyright and all commercial property rights for reports, offers and other products and/or services and/or documents created for the benefit of the Partner remain at all times with CASAMUNDO or a third party deployed by CASAMUNDO. Only an explicit approval issued by CASAMUNDO in written form can grant partners the right to use the abovementioned products and/or services and/or documents for replication, publication or any other purpose that differs from the one intended for the Partner at delivery of the items in question.

7.2 The Partner is not permitted to hand out any of the items mentioned in 7.1 nor any information or know-how they may contain to third parties unless CASAMUNDO grants them an explicit, written approval to do so beforehand.

7.3 The Partner is not permitted to remove or alter any of the features concerning the copyright, trademark, brand name or any other intellectual property and commercial property rights that apply to the software, equipment or materials. This also includes every feature in connection with the confidentiality of the software and the according obligation of secrecy.

§ 8 Changes to the participation conditions

CASAMUNDO reserves the right to change participation conditions at any time and without a statement of reasons. In this event the Partner will be informed about the intended change two weeks before its implementation. The Partner is then entitled to object to the changes. If the Partner does not object to the validity of the altered participation conditions within two weeks of receipt of the email, the new conditions will be considered accepted.

§ 9 Liability and compensation

9.1 CASAMUNDO shall be liable for any damages caused by themselves, their legal representatives or agents due to intention or gross negligence.

9.2 In the case of slight negligence CASAMUNDO shall carry unlimited liability for injury to body, health and life. Apart from that, CASAMUNDO shall only be liable in case of a breach of substantial contractual agreements (cardinal obligations). This particularly concerns services and obligations defined in the Partner Programme upon whose adherence the Partner relies and because of which he participates in the programme. In these cases the liability is limited to the compensation of the foreseeable, typically occurring damage.

9.3 In a single case of damage, the maximum limit of liability is the contract value. If remuneration is currently being paid, the limit is determined by the remuneration per contract year. The liability according to the provisions of the product liability law shall remain unaffected.

§ 10 Discretion

All information given to the Partner within the participation in the Partner Programme shall be kept in confidence. It shall not be used directly or indirectly for the Partner's own or external economic or other objectives. This restriction shall not apply for information that is generally known and accessible, or when there is a judicial court order for the transfer of the information, or a legal commitment to publish exists.

§ 11 Closing provisions

11.1 If individual provisions of this contract are invalid or unenforceable or if they become invalid or enforceable after the contract is concluded, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes as close as possible to fulfilling the economic purpose which the parties originally intended to fulfil with the invalid or unenforceable provision. The general provisions apply accordingly in the event of gaps in the contract.

11.2 Only German law shall apply to this contract.

11.3 In the event of a dispute before a court, Hamburg is the agreed place of jurisdiction; CASAMUNDO is furthermore entitled to file action at the Landlord's general place of jurisdiction.

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